

INVITATION FOR BIDS

IFB

IFB # 2044

Issue Date: 5/24/12

Title: SET-ASIDE FOR SMALL BUSINESS: Provide all Labor, Material and Equipment Necessary to Perform Inspection and Testing of Manual Fire Dampers for Central Virginia Training Center

Commodity Code: 93609

Issuing Agency: Commonwealth of Virginia
Central Virginia Training Center
POB 1098
Lynchburg, Virginia 24505

Using Agency And/Or Location
Where Work Will Be Performed: Central Virginia Training Center
521 Colony Road
Madison Heights, Virginia 24572

Period of Contract: From Award Through One (1) Year

Sealed Bids Will Be Received Until: 6/15/12 @ 2:00 PM For Furnishing the Services
Described Herein And Then Opened in Public.

All Inquiries For Information Should Be Directed To:

Barbara H. DuVal, Contract Officer Phone #: 434-947-6314

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: Administration Building #60, Room 21.

In Compliance with This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Service At The Price(s) Indicated In The **Pricing Schedule, Section 7.0**

Name and Address of Firm:

ORIGINAL _____ Date: _____

By: _____
(Signature In Ink)

Name: _____

(Please Print)

E-Mail Address: _____ Title: _____

FEI/FIN NO. _____

Fax Number: () _____ Telephone Number: () _____

A Mandatory Pre-Bid Conference will be held on 6/5/12 at 10:00 AM. See Section 3.0 herein for further details.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4300/2.2-4343 or against bidder or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.

1.0 PURPOSE

The intent and purpose of this Invitation For Bids (IFB) is to establish a contract with one qualified source to inspect and test all fire dampers located in Building 47 at Central Virginia Training Center, hereinafter referred to as the Agency, an agency of the Commonwealth of Virginia.

2.0 SCOPE OF WORK

2.1 Background Information: There are approximately 277 fire dampers located in Building 47, they are shown at Attachment D (Drawings M1 – M4). As indicated in the drawings, 264 are manually operated, and 13 are motorized dampers that are tied into the fire alarm controls. The 13 motorized dampers do not require an inspection or test, but their location shall be verified and documented.

2.2 Fire Damper Investigation/Visual Inspection: The contractor shall be responsible for locating and visually inspecting and investigating the existing condition of each fire damper listed in the attached drawings. The contractor shall also be responsible for searching the area surrounding each fire damper for additional dampers that may exist but are not indicated on the drawings. The search for additional dampers shall include opening doors, maintenance panels and covers, chase/plenum/ceiling/ walls, floor access doors, duct doors, and/or ceiling tiles, etc.

The following investigation/inspection procedures shall be followed and documented on the Field Report (reference Section 2.3 below for documentation requirements):

1. Document exact location of all fire dampers that are correctly indicated on the plans. Indicate if they are manually operated or controlled by the fire alarm system. Perform a visual inspection of each fire damper for any conditions requiring correction/repair prior to initiation of testing procedures (reference Section 2.4 below for testing requirements).
2. Document the existence and exact location of any fire dampers that are not accurately labeled on the drawings (dampers located as a result of the contractor's search).

3. Document the existence and exact location of fire dampers that are labeled on the drawings but do not actually exist.
4. The contractor shall list all existing fire dampers and non-existent fire dampers (shown on drawings but not actually present in the building) numerically and by page number for tracking purposes, repairs, etc. The contractor shall legibly complete all applicable portions of the Field Report and reference any prior fire damper numbers and inspection page numbers with updated comments.

2.3 Documentation: The contractor shall document and report all existing conditions of the fire dampers. The contractor shall utilize the attached Field Report (Attachment E) to document all fire damper information (the contractor may utilize their own Field Report, but it shall be submitted to and approved by the contract administrator beforehand). The contractor shall take care to document the report in a clear, legible fashion.

2.4 Fire Damper Testing: Upon completion of the visual inspection/investigation of the fire dampers, the contractor shall test each existing manual fire damper for operation. The contractor shall perform fire damper testing in accordance with the following test procedures:

1. Lubricate all moving parts and then reset each damper with a new replacement fusible link of the same heat rating (subject to approval by the fire marshal).
2. Close access doors and reset ceiling tiles.
3. Provide the Agency with a copy of the Field Report before departing grounds. The contractor shall also provide the Agency with a typed Summary Report within 5 days of project completion.
4. The contractor shall document any/all fire dampers that fail the first (1st) test. Each damper failing the original test shall be tested a second (2nd) time. Each damper that also fails the second (2nd) test shall be labeled as defective. The contractor shall document the reasons for failure and provide the necessary corrective actions. If the first (1st) two (2) tests fail, omit test #3 (leave it blank on the Field Report) and

proceed to the next damper. However, if test #1 fails and test #2 passes, the contractor shall perform test #3 to determine if the damper meets the code requirement of 2 out of 3 overall pass/fail.

5. **Inspection and Test Report:** The inspection and test report shall list the condition of each fire damper in the “Comments” section of the report.

Note: Any fire dampers that are controlled by the fire alarm system shall be visually inspected in accordance with Section 2.2, but they shall not be tested.

- 2.5 **Repairs/Corrective Actions:** The Agency may require the contractor to make repairs to fire dampers that are defective or otherwise in need of repair/corrective action. After receiving notification that a damper requires repair, the Agency will determine whether or not to perform the repair in house or have the contractor perform the repair. All repairs performed by the contractor shall be performed on a time and material basis according to the actual number of labor hours expended on the repair. Parts and materials will be paid according to the discount offered by the contractor in *Section 9.0, Pricing Schedule*.

Hours for work performed on a time and material basis under this contract shall be paid only for productive time on the job site. Time spent for travel, material acquisition, handling and delivering of contractor owned or rented equipment, breaks for lunch or other times employees are away from the job site are not chargeable directly but shall be included in the hourly labor rate.

- 2.6 **Contract Administrator/Work Coordination:** The contractor shall coordinate all work with the Agency’s contract administrator, Mr. John Thulin, 434-947-2363 or 851-4808. The contractor shall be responsible for coordinating a mutually agreeable work schedule with Mr. Thulin with five (5) days of contract award. Mr. Thulin will have final approval of the work schedule.

- 2.7 **Agency Supervision:** The Agency will provide an employee to accompany the contractor during all work in order to provide access to locked areas and to observe existing conditions of the building during the work. The contractor shall be flexible with

regards to work progress. Certain areas may not be available at certain periods of the day depending on the activities and schedules of our Individuals.

- 2.8 Equipment:** The contractor shall be responsible for furnishing all equipment (safety ladders, scaffolds, lights, etc) to gain access to the fire dampers. No Agency personnel will provide any assistance in transporting this equipment.
- 2.9 Work Hours:** The Agency's normal work hours are 7:30 am 3:30 pm, Monday thru Friday, excluding holidays. However, upon mutual agreement between the Agency and the contractor these hours may be adjusted.
- 2.10 Material and Workmanship:**
All parts furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of manufacturer's rebuilt parts may be authorized by the Agency on a case by case basis, provided each part is warranted for the same period and under the same conditions as the new part. Use of used parts is strictly prohibited.
- All work performed under this contract shall be performed by properly trained and competent personnel and shall be performed in a good workmanlike manner in accordance with the codes and standards incorporated herein. The contractor's mechanics shall have a minimum of five (5) years experience in the service and repair of elevators of the type listed in Attachment c and shall be responsible at all times for the actions and work of assistants and helpers.
- 2.10 Pricing:** The purpose of this Section is to clarify how potentials bidders are to complete *Section 9.0, Pricing Schedule*, and to also explain how the contractor will be compensated:
- 1. Visual Inspection/Investigation and Documentation:** Bidders shall provide a lump sum price for performing all visual inspections/investigations and documentation requirements as stated in Sections 2.2 and 2.3 herein. This price will remain firm

regardless of the results of the contractor's inspection (i.e finds less than or more than the number of dampers listed).

2. **Fire Damper Testing:** Bidders shall provide a unit price per test. The contractor will be paid according to the number of tests actually performed.

NOTE: Testing will generally be performed directly following completion of the visual inspection. However, there may be times when the contractor is required to return to the same location for various reasons but will only be compensated for the single per test rate.

3. **Repairs:** Bidders shall provide a per hour labor rate and a discount for parts and materials. The contractor will be paid on a time and material basis in accordance with these rates.

3.0 Mandatory Pre-Bid/Pre-Proposal Conference:

A mandatory pre-bid conference will be held at 10:00 am on 6/5/12 in the Administration Building, Bldg #60, Conference Room B. The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all Bidders having a clear understanding of the specifications/scope of work and requirements for this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those Bidders who are represented at this bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster.

Bring a copy of the solicitation with you. Any charges resulting from this conference will be issued in a written addendum to the solicitation.

4.0 GENERAL TERMS AND CONDITIONS

4.1 Vendor's Manual:

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendor's Manual. A copy of the manual is normally available for review at the Purchasing Office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

4.2 Applicable Law and Courts:

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4.3 Anti-Discrimination:

By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, 2.2-4343.1E*)

-In every Contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.4 Ethics In Public Contracting:

By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

4.5 Immigration Reform And Control Act Of 1986:

By entering into a written contract with the Commonwealth of Virginia, the contractor certifies that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

4.6 Debarment Status:

By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

4.7 Antitrust:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

4.8 Mandatory Use Of State Form And Terms And Conditions For IFBs and RFPs:

1. (For Invitation For Bids): Failure to submit a bid on the official State form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation For Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price or delivery. No modification of or additions to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.

2. (For Request For Proposals): Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

4.9 Clarification of Terms:

If any prospective (bidder/offeree) has questions about the specifications or other solicitation documents, the prospective (bidder/offeree) should contact the buyer whose name appears on the face of this solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

4.10 Payment:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employee identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of the payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not instate legal action

unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, Section 2.2-4363*).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2) To notify the Agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

4.11 **Precedence Of Terms:**

The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the General Terms and

Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

4.12 Qualifications Of Bidders:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the services/furnish the good(s) and the Bidder/Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Commonwealth further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such Bidder/Offeror fails to satisfy the Commonwealth that such Bidder/Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated herein.

4.13 Testing And Inspection:

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

4.14 Assignment Of Contract:

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

4.15 Changes To The Contract - Changes can be made to the Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
2. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

4.16 Default:

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

4.17 RESERVED

4.18 RESERVED

4.19 RESERVED

4.20 Insurance:

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the Contract, it will have the following insurance coverage at the time the contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Section 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Bidder or Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporate Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation --Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contracts who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability -- \$100,000.
3. Commercial General Liability -- \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability -- \$1,000,000 per occurrence (Only used if motor vehicle is to be used in the contract).
5. Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations):

--\$1,925,000 per occurrence, \$3,000,000 aggregate

Limits increase each July 1 through fiscal year 2008, as follows:

July 1, 2008, - \$2,000,000. This complies with 8.01-581.15 of the Code of Virginia

4.21 Announcement of Award:

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

4.22 Drug-Free Workplace:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the

contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession use of any controlled substance or marijuana during the performance of the contract.

4.23 Nondiscrimination of Contractors:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

4.24 eVA Business-to-Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

4.25 Availability of Funds:

It is understood and agreed between the parties herein that the Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4.26 Set-Asides:

This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offers shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

4.27 Bid Price Currency:

Unless stated otherwise in the solicitation, bidders/offers shall state bid/offer prices in US dollars.

4.28 Authorization To Conduct Business in the Commonwealth:

A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability

partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

5.0 SPECIAL TERMS AND CONDITIONS

1. Advertising:

In the event a Contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Agency will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Agency has purchased or uses any of its products or services, and the contractor shall not include the Agency in any client list in advertising and promotional materials.

2. Asbestos:

Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.

- 3. Award:** The Commonwealth will make the awards(s) on TOTAL COST basis to the lowest responsive and responsible Bidder in accordance with *Section 6.0, Bid Evaluation Procedures*. The Purchasing Office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

4. Bid Acceptance Period:

Any bid resulting from this solicitation shall be valid for thirty (30) days. At the end of the thirty (30) days, the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

5. Contractor Registration:

If a Contract for construction, removal, repair or improvement of a building or other real property is for one-hundred twenty thousand dollars (\$120,000) or more, or if the total value of all such Contracts undertaken by Bidder/Offeror within any twelve (12) month period is seven-hundred fifty thousand dollars (\$750,000) or more, the Bidder/Offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "Class A Contractor." If such a contract is for seventy five hundred dollars (\$7,500) or more but less than one-hundred twenty thousand (\$120,000), or if the total value of all such Contracts undertaken by the Bidder/Offeror within any twelve (12) month period is between \$150,000 and \$750,000, the Bidder is required to be licensed as a "Class B Contractor." If such Contract is for one thousand dollars (\$1,000) or more but less than seventy five hundred dollars (\$7,500), or if the contractor does less than \$150,000 business in a twelve month period, the Bidder is required to be licensed as a "Class C Contractor." The board shall require a master tradesman license as a condition of licensure for electrical, kplumbing and heating,

ventilation and air conditioning contractors. The Bidder/Offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____
Specialty: _____

Licensed Class B Virginia Contract No. _____
Specialty: _____

Licensed Class C Virginia Contract No. _____
Specialty: _____

If the Bidder/Offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said Contractor license number to the Commonwealth in writing when requested to do so before or after the opening of Bids/Proposals, he shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia (1950), as amended, and his bid/proposal will not be considered.

If a Bidder/Offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

6. Final Inspection:

At the conclusion of the work, the Contractor shall demonstrate to the authorized Agency representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work

7. Identification of Bid/Proposal Envelope:

If a Special Envelope is not furnished, or if return in the Special Envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Bidder/Offeror	Due Date	Time
Street or Box Number	IFB No./RFP No.	
City, State, Zip Code	IFB/RFP Title	
Name of Contractor/Purchasing Officer or Buyer		

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the Special Envelope is mailed, the Bidder or Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be

disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

8. Inspection of Job Site

My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Agency.

9. Prime Contractor Responsibility:

The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

10. Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

11. Work Site Damages:

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Agency's satisfaction at the Contractor's expense.

12. Protection of Persons and Property:

1. The Contractor expressly undertakes, both directly and through its Subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the Contractor's operation in connection with the work.
2. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
3. The provisions of rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under *Title 40.1* of the Code of Virginia shall apply to all work under this Contract.

4. The Contractor shall continuously maintain adequate protection of all his/her work from damage and shall protect the Agency's property from injury or loss arising in connection with this Contract. He/She shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract documents or caused by agents or employees of the Agency. He/She shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its Owners. He/She shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the Contract documents or erected for the fulfillment of his/her obligations for the protection of persons and property.
5. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Contractor without special instruction or authorization from the Agency shall act, at his/her discretion, to prevent such threatened loss or injury. Also, should he/she, to prevent threatened loss or injury, be instructed or authorized to act by the Agency, he/she shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by [Paragraph 4.15](#), of the **General Terms and Conditions**.

13. Use of Premises and Removal of Debris:

1. The Contractor shall:
 - a. Perform his/her Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any Contractor;
 - b. Store his/her apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his/her work or the work of any other Contractor; and
 - c. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
2. The Contractor expressly undertakes, either directly or through his/her Subcontractor(s), to effect all cutting, filling, or patching of his/her work required to make the same conform to the drawings and specifications, and except with the consent of the Agency, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the Contract.
3. The Contractor expressly undertakes, either directly or through his/her Subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his/her operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
4. The Contractor expressly undertakes, either directly or through his/her subcontractor(s), before final payment, to remove all surplus material, false work,

temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his/her operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the Contract; and to thoroughly clean all glass installed under the Contract including the removal of all paint and mortar splatters and other defacements. If a Contractor fails to clean up at the completion of the work, the Agency may do so and charge for costs thereof to the Contractor.

5. During and at completion of the work, the Contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the *Virginia Erosion and Sediment Control Handbook*, latest edition, and of the Contract documents.
6. The Contractor shall not operate or disturb the settings of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the Agency. The Contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the Agency.

14. Agency Standards of Conduct:

All work shall be performed in accordance with the Agency's *Standards of Conduct* listed in Attachment **B**.

15. Guiding Principles for Storage and Disposal of Gloves:

While recognizing that employees need gloves to safely perform many job duties, we also recognize that disposable gloves pose very serious risks for individuals, who may try to such, chew or swallow the gloves due to their intellectual disabilities. With this in mind, it is extremely important for the safety and welfare of the people who live at this facility that all employees fully know what is expected of them regarding handling of gloves and the consequences for failing to act in a responsible manner. The facility policy on safe handling of gloves includes detailed information regarding procedures for storage and disposal of gloves. The following principles are taken from the policy and must be followed by every employee who works at this facility including all **contract employees**, students and volunteers.

- A. Unused gloves are always stored in designated areas that remain locked at all times.
- B. Gloves are not stored in bedrooms under any conditions.
- C. Used gloves are disposed of immediately in designated glove boxes. Always remember used gloves go into a plexiglass hole.
- D. When the used glove boxes are full, they are emptied into a covered, universally labeled trashcan that is in a location designated solely for the disposal of liners containing used gloves taken from the glove boxes.

- E. No other waste will be placed in the covered, universally labeled trashcan other than used gloves.
- F. No loose gloves will be placed in the designated trashcans.

The contract administrator will review the glove disposal policy with the contractor and have the contractors employees take and pass the glove disposal test. The contractor will be responsible for gathering all employees that will provide on-site service under this contract so that the review and test can be performed one time for all applicable employees.

16. **Tobacco-Free Workplace:** During the performance of this contract, the contractor agrees to adhere to the facility's tobacco-free workplace policy. No later than October 10, 2007, tobacco use will be prohibited on facility grounds and structures. Contractor agrees to ensure its employees and any subcontractors remain tobacco-free while on facility grounds and in facility structures, including in their personal vehicles when located on [facility](#) grounds.

6.0 BID EVALUATION PROCEDURES

Bids will be evaluated on the basis of the firm, fixed price for investigation/visual inspection, the firm, fixed rate for fire damper testing, the firm, fixed hourly rates for repair/correction and the percentage discount offered from the manufacturer's suggested list price, as indicated by the bidder in Section 8.0, *Pricing Schedule*.

The low bidder shall be determined using the following **hypothetical scenario**:

During performance of this work the contractor performs the visual inspection service as specified but also must perform testing and repairs as indicated below [**Bidder: Do not fill in the blank spaces, this example is only intended to illustrate the evaluation procedure to be used**].

- | | | | |
|--------|--|---|----------|
| 1. | Investigation/Visual Inspection Service: | = | \$ _____ |
| 2. | Fire Damper Testing 264 ea x \$ ____/ea | = | \$ _____ |
| 3. | Repair/Corrective Action: 20 hr x \$ ____/hr | = | \$ _____ |
| 4. | Parts: _____% Discount from MSLP x <u>\$500</u> | = | \$ _____ |
| Total: | | | \$ _____ |

7.0 METHOD OF PAYMENT

The contractor will be paid on the basis of a single invoice submitted upon job completion. All copies of the invoice shall be submitted to the following address:

**Central Virginia Training Center
Attn: Accounts Payable
P. O. Box 1098
Lynchburg, VA 24505**

8.0 JOB COMPLETION TIME

State your earliest, firm job completion time: _____/Calendar Days (from date of award). This date may be a factor in award.

9.0 PRICING SCHEDULE

The bidder agrees to provide services in compliance with the Scope of Work and General and Special Terms and Conditions at the following prices/rates:

- | | | |
|-----------|---|--------------------------|
| 1. | Investigation/Visual Inspection: | \$ _____/Lump Sum |
| 2. | Fire Damper Testing: | \$ _____/Each |
| 3. | Repairs/Corrective Actions: | \$ _____/Hour |
| 4. | Parts Discount: | _____/% |

Attachment A
VENDOR DATA SHEET

Pg. 1 of 2

Please fill out the following information as complete as possible. This information will enable us to verify all current Vendor Profiles. . If further information is needed, contact the Purchasing Office at (434) 947-6314.

Vendor Name: _____ Trade Name: _____

DUNS Number: _____ FEIN Number: _____

Phone Number: _____ Fax Number: _____

Email: _____ Service Area of Business: _____

Ordering Address: _____

Ordering Point of Contact: _____ Phone: _____

Invoice Address: _____

Invoicing Point of Contact: _____ Phone: _____

Solicitation Address: _____

Solicitation Point of Contact: _____ Phone: _____

Commodities: _____

eVA and SWAM Information - Please mark as applicable.
REPRESENTATION AND CERTIFICATION

eVA Certification: Vendor certifies that it [] is, [] is not, registered in eVA. If registered, enter your eVA Certification Number: _____.

Small Business: Vendor certifies that it [] is, [] is not, an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Woman-Owned/Controlled: Vendor certifies that it [] is, [] is not, a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned/Controlled: Vendor certifies that it [] is, [] is not, a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

NAME: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

**ATTACHMENT A
VENDOR DATA SHEET**

Pg. 2 of 2

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive

1. **Qualification:** The Vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact:**

Name: _____ Phone: _____

3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. **Vendor Information:**

FIN or FEI Number: _____ If Company, Corporation or Partnership

Social Security Number: _____ If Individual

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____
Phone: _____ Fax: _____
Project _____
Dates of Service: _____ \$Value: _____

B. Company: _____ Contact: _____
Phone: _____ Fax: _____
Project _____
Dates of Service: _____ \$Value: _____

C. Company: _____ Contact: _____
Phone: _____ Fax: _____
Project _____
Dates of Service: _____ \$Value: _____

D. Company: _____ Contact: _____
Phone: _____ Fax: _____
Project _____
Dates of Service: _____ \$Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

Attachment B
STANDARDS OF CONDUCT FOR OUTSIDE CONTRACTORS
(Revised 11/4/08)

1. Individuals are to be treated with utmost consideration. They are not to be encouraged or permitted to enter the limits of construction. If problems of this type occur, contact the Facility Inspector. If he is not available, you may contact the Physical Plant Services (PPS) Office (947-6300) or the Facility Police by calling the Communications Center (947-6000). If you are using an In-House telephone, dial the last five (5) digits (i.e. 7-6300).
2. It is expected that the Contractor's employees will treat all persons including Individuals, Staff and Visitors in a dignified manner at all times.
3. **DO NOT** give Individuals money, cigarettes, food, or other items, even if they ask for them. This reinforces unacceptable behavior. Many of our Individuals are on strict diets and their food intake is monitored closely.
4. The Contractor's employees shall refrain from the use of profane, vulgar, derogatory, abusive or other objectionable language.
5. The possession of alcohol and/or firearms on the facility is **STRICTLY PROHIBITED**. Any Contractor employee found to be in violation of this Standards of Conduct will be removed from the Facility immediately.
6. All posted traffic regulations must be observed. The speed limit which is fifteen (15) mph. is monitored by radar. Many of our Individuals will wander into the path of oncoming traffic, additionally, they are often unsteady on their feet. Maintaining control of your vehicle and driving at a safe speed at all times is of the utmost importance.
7. Vehicles are to be kept locked at all times! **NEVER** leave a vehicle or any piece of equipment, unattended when running. **NEVER** leave keys in vehicles.
8. The Contractor is responsible for barricading and/or covering any excavations as well as any other dangerous conditions, especially when unattended. The Contractor is also responsible for securing all tools and equipment to prevent Individual access.
9. The Contractor will ensure that his/her employees conform to all Facility/State regulations, including the Agency Tobacco-Free Workplace Policy (no one is to smoke while on Agency grounds) and the Glove Disposal Policy.
10. Special precautions are necessary when working in occupied buildings. When using flammable liquids and adhesives, toxic materials, combustible solvents or paints, manufacturer instructions are to be strictly followed, (such as opening windows, providing fans for adequate ventilation, etc.) All OSHA & EPA guidelines governing the use of such products must also be adhered to. Any questionable products must first have the approval of the Agency prior to use. Under no circumstances should such products be stored on Agency Buildings/Property. Additionally, if cutting or welding is necessary, precautions must be followed as described in OSHA 1910.252(3)(ii).
11. The Contractor shall provide the PPS Office an updated list of personnel and sub-contractors. The Contractor will make adequate arrangements to receive, store and sign for all deliveries of material and equipment. Contractor shall make adequate arrangements for disposal of all debris; debris may **not** be put in Agency dumpsters.
12. Prior to interrupting any utilities, the PPS Office must be notified so that they may prepare for necessary shut down notices. PPS should be given as much lead time as possible, but no less than forty-eight (48) hours, except in an emergency (specific time frames written in the Contract document will govern the Contractor and may vary from this 48 hour requirement.)
13. All Construction Areas are subject to inspection by the Facility Quality Assessment & Improvement Department, the PPS Director/Supt. and any other regulatory agency, i.e. OSHA, Fire Marshal's Office, Department of Labor and Industry.
14. When keys are needed, the PPS Office is to be contacted. If it is necessary to check out keys, the Contractor assumes the responsibility for these keys, their proper use and their return. Key security is very important. The loss of any keys will result in a cost to the Contractor of \$1.00 per key for replacement.
15. Vending snack and beverage machines are located on the main floor of Building #50.

16. In case of an emergency, call the CVTC Communications Center (947-6111). They will contact the Rescue Squad, Fire Department, Police, etc.

Attachment C
State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

☐ is a corporation or other business entity with the following SCC identification number: _____

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

ATTACHMENTS D, E AND F

Bidders not receiving a mailed copy of the IFB shall contact the Agency in order to request a copy of Attachments D, E and F. Bidders may contact the following via phone or email to request these attachments:

Barbara H. DuVal, Materials Manager

434-947-6314

barbara. duval@dbhds.virginia.gov

or

Simmons S. Spain, Buyer Specialist

434-947-6313

simmons. spain@dbhds.virginia.gov

Following is a description of the attachments:

Attachment D: Fire Damper Locations, Drawings M1 – M4, 11 pages

Attachment E: Floor Plans, Building 47, 4 pages

Attachment F: Field Report, 1 page